

Bresnan Business Services

Commercial Video Service Agreement

This Commercial Service Agreement ("Agreement") is made on 03-27-2007 by and between **Bresnan Communications** ("Supplier") and Montana Dept. of Corrections ("Customer"), whose address and telephone number is: 1539 11th Ave. Helena MT 59601, 406-444-4236 whose principal business is: Government. Customer's billing address, if different from the premises, is as follows:

THE PARTIES AGREE AS FOLLOWS:

- SERVICES.** During the term of this Agreement, the Supplier shall provide to the Customer, at the Premises, the services indicated at the recurring monthly charges set forth in Section 2 below.
- FEES.** In consideration of the equipment and service provided to the Customer and as described above, Customer shall pay the following fees (exclusive of applicable franchise fees and taxes) and charges to Supplier in the manner set forth herein:

Monthly Recurring Charges:		Business Type:		One-Time Charges:	
Monthly Charges Cable	\$54.93	Number of Outlets	<4	Construction:	
Pay-Per-View		Number of Remotes		Installation (Cable):	\$
Rental Charges		Converters		Other	
Other					
Total Monthly Charge	\$54.93			Total One-Time Charges	\$
<i>Rates are subject to change, not to exceed residential rate increase %.</i>					

- Premium movie channels are not available for commercial accounts
- Installation charge is an estimate only, subject to final install survey.

- TERM.** This Agreement shall remain in effect for an initial term of (36) months from 03-27-2007 and shall be automatically renewed for like successive terms unless terminated by either party by written notice given to the other party at the address shown herein (or such other address as is subsequently provided in writing to the notifying party by the other party) by certified or registered mail at least ninety (90) days prior to the expiration of the then existing term.
- ENGINEERING REVIEW.** Service activation and installation is subject to Supplier's engineering review for distribution availability by existing cable plant, or alternative delivery options, if available, and may require additional fees. In the event Supplier determines that Services is not available to the Premises of Customer, this Agreement shall be void ab initio. And Customer shall be entitled to a refund of all prepaid charges in accordance with Supplier's refund policies.
- ADDITIONAL TERMS AND CONDITIONS.** THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE WHICH ARE MADE A PART OF THIS AGREEMENT. This Agreement shall become binding on the parties hereto when signed by Customer and accepted and approved by Supplier.

I CERTIFY THAT I HAVE BEEN PROVIDED WITH A WRITTEN EXPLANATION OF ALL SERVICES, PRICES OFFERED AND CUSTOMER PRIVACY RIGHTS. I UNDERSTAND AND AGREE TO THE INFORMATION PROVIDED TO ME. I HAVE READ THE PROVISIONS CONTAINED ON THE REVERSE SIDE. ALL RATES ARE SUBJECT TO CHANGE. THIS AGREEMENT IS SUBJECT TO THE CONTINUING RIGHT OF SUPPLIER TO ACCESS AND SERVE THE BUILDING FOR WHICH THE TENANT HAS REQUESTED SERVICE AND MAY BE TERMINATED BY SUPPLIER IF THAT RIGHT CEASES TO EXIST. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year stated above.

CUSTOMER: Montana Dept. of Corrections

By: Rob Stapley

Print Name: Rob Stapley

Title: Purchasing Agent

Supplier: Bresnan Communications

By: _____

Print Name: Brett T. Maas

Title: Regional Sales Manager

TERMS AND CONDITIONS

1 **Equipment.** CUSTOMER UNDERSTANDS AND AGREES THAT NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN THAT ANY EQUIPMENT PROVIDED BY THE SUPPLIER IS AND SHALL REMAIN THE PROPERTY OF THE SUPPLIER AND MUST BE RETURNED TO THE SUPPLIER AT ANY TIME SERVICE IS DISCONNECTED, OR ANY REASONABLE TIME THE SUPPLIER IS DESIROUS OF MAKING AN EXCHANGE OF EQUIPMENT. Failure to return Equipment within ten (10) days after service is disconnected will result in a charge being made to Customer's account. The Customer shall pay the charge as established from time to time by Supplier for any equipment not returned as well as any other related expense of the Supplier, including but not limited to reasonable attorney's fees resulting from failure to return Equipment in a prompt and timely fashion. Customer further agrees to pay for any repairs or replacement of the Equipment whether or not caused by Customer's negligent act, except such repairs or replacements as may be necessary by reason of normal and ordinary wear or by reason of defects of material or workmanship therein.

Any damages to Customer's premises caused by such installation or removal shall be at Customer's risk.

ANY EQUIPMENT OR SERVICE IS SUBJECT TO NO WARRANTIES FROM THE SUPPLIER, EITHER EXPRESSED OR IMPLIED.

2 **Access.** The customer grants permission to enter upon the property for the purpose of installation, inspection, maintenance and repair of the services to Customer's premises and upon the service being canceled for any reason, the Customer grants permission to enter upon the premises and remove all equipment and material belonging to Supplier. If Customer is not the owner of the premises specified to be serviced in the Agreement, he agrees to indemnify, defend, and hold Supplier harmless from any and all claims of owner or interested parties arising out of the performance of this Agreement. Customer represents and warrants that either as owner or tenant of the premises, Customer is authorized to enter into and perform on the Agreement.

Property Access. It is specifically understood that in providing service, Supplier shall make use of poles or conduit owned in whole or in part by the local telephone and electric power companies, or both, and that the continued use of such poles or conduit is in no way guaranteed. In the event the continued use of such poles or conduit is denied for any reason, Supplier will make every effort to provide service over alternate routes. Customer agrees that he will make no claims or undertake any action against such local telephone or electric power companies, or against Supplier if the service provided hereunder is interrupted or discontinued regardless of the reason therefore.

3 **Provision of Services.** Supplier is not responsible for interruptions in service due to circumstances beyond Supplier's reasonable control including, without limitation, acts of God, power failure, or any other conditions constituting force majeure.

4 **Change of Service and Charges.** Supplier's service, programming, other services, equipment, and our charges and rates are subject to change. Supplier may, from time to time, rearrange, delete, add or otherwise change programming or services contained in its basic cable or other services.

5 **Payment for Service.** Charges for services start the day after service is installed. When service is installed, the charges for one month's service, any required deposits, any installation fees, and any equipment lease fees are payable in advance. Thereafter, Customer agrees to pay Supplier monthly in advance for service and for any administrative fees due to late payments, any returned check charges or any other fees or charges due to Supplier. If service is disconnected because Customer does not pay the bill, Supplier may require that Customer pay all past due charges, a reconnect fee, and a minimum of one month's advance charges before Supplier will reconnect service. Customer must bring any billing errors or requests for credit to Supplier's attention within six months of the time Customer receives the bill for which correction of a billing error or a credit is sought.

6 **Additional Sets.** Customer agrees that they (i) will not add additional sets or disturb, alter or remove any portion of the Supplier's equipment, (ii) will adequately and reasonably safeguard such properties against others, (iii) will not hire or permit anyone other than personnel authorized by Supplier acting in their official capacity to perform any work on such properties. Any unauthorized connection or other tampering with the System or its components (including Equipment) shall be cause for disconnection of service, for legal action, and Supplier shall be entitled to recover damages, including but not limited to the value of services illegally obtained plus reasonable collection costs including reasonable attorney's fees plus statutory penalties.

Customer also agrees not to attach any unauthorized device to the cable or equipment. If Customer makes any unauthorized connection or modification to the equipment or another part of the cable TV system, Customer will be in breach of these policies and Supplier may terminate Customer's Service. Supplier shall be entitled to recover damages from Customer for tampering with any of the equipment or any other part of the cable TV system or receiving any unauthorized service or programming.

7 **Termination of Service.** Customer has the right to cancel this Agreement at any time within three (3) days of the date of said Agreement by notifying Supplier in writing of its decision to cancel and shall reimburse Supplier for all installation costs incurred by Supplier up to the date of cancellation. Customer shall be charged for service on a pro-rata basis up to the date service is disconnected. Supplier reserves the right to terminate this Agreement (and service) for any reason upon seven (7) days written notice to Customer. In the event Customer fails to abide by Supplier's rates, rules and regulations, or to make payments when required or demanded, the service may be disconnected without notice.

8 **Indemnification.** Customer indemnifies and holds Supplier harmless from any and all demands, claims, suits, costs of defense, reasonable attorney's fees, witness fees, and other expenses for damage to property or for injury to any employee, agent, servant, independent contractor, employee of any agent, service or independent contractor, or any guest or occupant of Customer in any way arising from the installation, maintenance, provisions of or removal of service equipment except to the extent such damage results from Supplier's negligence.

9 **Copyright/Third Parties Fees.** Customer understands and acknowledges that for certain uses of the Service additional music licensing and/or copyright fees may be charged or assessed by third parties. Customer further understands and agrees that any additional copyright and/or music licensing fees that may be charged or assessed by third parties are the responsibility of Customer and that the Supplier assumes no responsibility for the payment of any additional copyright and/or music licensing fees caused to be assessed or charged because of Customer's use of the cable service provided.

10 **Cover Charges.** Supplier shall supply service to Customer with the express agreement of Customer that no cover charge or admission fee may be charged to Customer's patrons at any time during which Service is displayed.

11 **Miscellaneous.** (a) Paragraph headings are only for Customer and Supplier's mutual convenience and shall not be used to change, add, delete from or otherwise modify the meaning of this document or any of its provisions.

b) These terms and conditions, including all matters relating to the validity, construction, performance, and enforcement, shall be governed by applicable federal law, the regulations of the FCC and the laws and regulations of the state and local area where service is provided. These terms and conditions are subject to amendment, modification or termination if required by such regulations or laws.

c) If any provision in this document is declared to be illegal or in conflict with any law or regulation, that provision may be deleted or modified without affecting the validity of the remainder of this document. Should Customer terminate this Agreement prior to the existing term or otherwise fail to perform any of its obligations hereunder, and fails to cure such breach within thirty (30) days after written notice thereof from Supplier, Customer shall be liable for Supplier's actual damages suffered as a result of such breach.

d) The Customer shall notify Supplier of any change of occupancy or ownership of the premises immediately on such transfer of ownership or occupancy. Nothing in this Agreement shall be construed to give Customer the right to sell or assign, or the successor tenant or occupant to acquire any rights to use of the equipment or service provided by Supplier. This Agreement may be assigned only with Supplier's prior written consent, which consent will not be withheld unreasonably.

e) Notices to Customer shall be deemed given if deposited in the U.S. mail, delivered by facsimile, or hand delivered to Customer's last known address. Notice to Supplier shall be deemed given when received by Supplier.

f) The terms and conditions in this document shall survive the termination of Customer's service.

g) The Agreement constitutes the sole and entire Agreement between Customer and Supplier.